

STORAGE

I have gone over the contracts with Attorn Cogland + Darvey + have conferred with Chairn of Police Committee Ken Lindenfels. The conracts as drawn are in proper order

Hudson A/C Chester w Bieloni  
7/30/81

3-0020

09-07

CONTRACT

BETWEEN

TOWN OF KEARNY, Town of

AND

KEARNY POLICEMEN'S BENEVOLENT ASSOCIATION

PBA, LOCAL 21

X

January 1, 1980

December 31, 1981

LIBRARY  
Institute of Management and  
Labor Relations

MAR 3, 1982

RUTGERS UNIVERSITY

## INDEX

		<u>Page</u>
ARTICLE I	RECOGNITION AND SCOPE OF AGREEMENT	2
II	COLLECTIVE BARGAINING PROCEDURE	3
III	CONDUCTING UNION BUSINESS	5
IV	DISCRIMINATION AND COERCION	7
V	PAY TREATMENT FOR EXTENDED ILLNESS	8
VI	UNION SECURITY	9
VII	MANAGEMENT OF TOWN AFFAIRS	11
VIII	HOURS OF WORK AND WORK SCHEDULE	12
IX	OVERTIME	14
X	MUSTER TIME PAY ALLOWANCE	17
XI	MINIMUM PAY-CALL IN TIME	18
XII	MINIMUM PAY-COURT OR OTHER APPEARANCES	19
XIII	VACATION	20
XIV	PERSONAL DAYS	22
XV	DEATH IN FAMILY	23
XVI	HOLIDAYS	24
XVII	HOSPITAL, MEDICAL AND LIFE INSURANCE	25
XVIII	CLOTHING ALLOWANCE	26
XIX	LIABILITY INSURANCE	27
XIX (a)	LEGAL INSURANCE	28
XX	BULLETIN BOARD	29
XXI	PENSIONS	30
XXII	VACANCIES	31
XXIII	DISCHARGE OR SUSPENSION	32
XXIV	GRIEVANCE PROCEDURE	33
XXV	ARBITRATION	35

		<u>Page</u>
ARTICLE XXVI	WAGES	37
XVII	LONGEVITY	38
XVIII	RE-OPENER	39
XXIX	SCHEDULE FOR PAYMENT OF CERTAIN BENEFITS	40
XXX	ACCESS TO PERSONAL FILES	41
XXXI	TERMINAL LEAVE	42
XXXII	HOUSEHOLD MEMBER ILLNESS	43
XXXIII	TRAINING SCHOOLS	44
XXXIIIa)	EDUCATIONAL BENEFITS	45
XXXIV	REIMBURSEMENT OF TRAVEL EXPENSES	46
XXXV	NIGHT HAZARD DIFFERENTIAL	47
XXXVI	DISCIPLINARY HEARINGS RIGHTS OF POLICE OFFICERS	48
XXXVII	ACTING CAPACITY	50
XXXVIII	DURATION	51
XXXIX	RETROACTIVITY	52
	SIGNATURE PAGE	53

This general agreement made and entered into on the 21st day of January, 1980, by and between the TOWN OF KEARNY, a municipal corporation in the County of Hudson, hereinafter referred to as the "Employer" and KEARNY POLICEMEN'S BENEVOLENT ASSOCIATION, Local 21, hereinafter referred to as the "Union" or the "P.B.A."

WHEREAS, the parties hereto have carried on collective bargaining negotiations for the purpose of developing and concluding a general agreement covering wages, hours of work and other conditions of employment.

NOW, THEREFORE, in consideration of these premises and mutual agreements herein contained, the parties hereto agree with each other with respect to the employees of the Employer recognized as being represented by the Union as follows:

## ARTICLE I - RECOGNITION AND SCOPE OF AGREEMENT

Section 1. The Employer hereby recognizes the Union as the sole and exclusive representative of all the employees in the bargaining unit as defined in Article I, Section 2 herein for the purposes of collective bargaining and all activities and processes relative thereto.

Section 2. The bargaining unit shall consist of all sworn employees or members of the Police Department of the Town of Kearny, New Jersey, now employed or hereafter employed, below the rank of Sergeant.

Section 3. This agreement shall govern all wages, hours and other conditions of employment herein set forth.

Section 4. This agreement shall be binding upon the parties hereto and their successors.

## ARTICLE II - COLLECTIVE BARGAINING PROCEDURE

Section 1. Collective bargaining with respect to rates of pay, hours of work and other conditions of employment shall be conducted by the duly authorized bargaining agent of each of the parties. Unless otherwise designated, the Mayor of the Employer or his designee, and the President of the Union, or his designee, shall be the respective bargaining agents for the parties.

Section 2. Collective bargaining meetings shall be held at the times and places mutually convenient at the request of either party.

Section 3. Employees of the Employer who may be designated by the Union to participate in collective bargaining meetings called for the purpose of the negotiation of a collective bargaining agreement will be excused from their work assignments.

Section 4. Ordinarily, not more than nine (9) additional representatives of each party shall participate in collective bargaining meetings.

Section 5. No representative of the Employer shall meet with any member of the bargaining unit other than an authorized representative of the P.B.A. nor shall any member of the bargaining unit, without specific authority by the P.B.A. meet with a representative of the Employer for the purpose of discussing wages, hours or conditions of employment or other matters which are properly subjects of collective negotiations between the parties without prior notification to the P.B.A. and the Town of such meetings and without the presence at such meetings of a representative of the P.B.A. designated by the President of the P.B.A. and a representative of the Employer.

The aforesaid provisions of Section 5 are not intended to prohibit, restrain, interfere with or affect in any way the collective bargaining process or labor management relations activities between the parties, including but not limited to, meetings and discussions between authorized representatives of Employer and the P.B.A. during the term of this agreement, the grievance procedure set forth in this agreement and any other meetings or discussions required under this agreement or necessary to proper implementation of the performance of the terms of this agreement.

### ARTICLE III - CONDUCTING UNION BUSINESS

Section 1. The Employer shall permit members of the Union Grievance Committee (not to exceed (3)), to conduct the business of the Committee, which consists of conferring with employees and management on specific grievances in accordance with the grievance procedure set forth herein, during the duty hours of the members without loss of pay provided the conduct of said business shall not diminish the effectiveness of the Police Department or require the recall of off-duty policemen to bring the Department to its proper effectiveness.

Section 2. The Employer shall permit members of the Union Negotiating Committee to attend collective bargaining meetings during the duty hours of members. However, only three (3) members of such Committee shall be permitted to attend such meetings without loss of pay each for a maximum of four (4) meetings.

Section 3. The Employer agrees to grant the necessary time off without loss of pay to the members of the Union selected as delegates to attend any State or National Convention of the New Jersey Policemen's Benevolent Association as provided under N.J.S.A. 11:26 C-4.

Section 4. The Employer shall grant time off without loss of pay to the President of the Union and the Legislative Delegate to the N.J. State P.B.A. or their designees to conduct P.B.A. business and to attend State P.B.A. functions which require their attendance. The Employer further agrees that said official shall be granted time off without loss of pay to attend, in an official capacity as representatives of the Kearny P.B.A. Local No. 21, funerals for any member of the Kearny Police Department who dies while in active service and other police officers who

have given their lives in the line of duty. Nothing herein shall prevent the Chief of Police from allowing said time off in his discretion for attendance at funerals of retired members of the Kearny Police Department. If the State Delegate must attend a State P.B.A. meeting, he will be excused from his scheduled tour of duty on that day.

Section 5. The President of the P.B.A. shall be assigned to a permanent day assignment during his term in office as P.B.A. President unless he personally waives such assignment in writing.

#### ARTICLE IV - DISCRIMINATION AND COERCION

There shall be no discrimination, interference or coercion by the Employer or any of its agents against the employees represented by the Union because of membership or activity in the Union. The Union shall not intimidate or coerce employees into membership. Neither the Employer nor the Union shall discriminate against any employee because of race, creed, color or national origin.

## ARTICLE V - PAY TREATMENT FOR EXTENDED ILLNESS

Section 1. The Employer agrees to pay employees at their regular rate of pay during periods of disability due to illness, injury or recuperation therefrom for a maximum period of one year from the date of such disability, provided such employee is capable of performing his duties as a police officer and that such disability is established by a competent physician.

Section 2. The Employer retains the right to extend this period of payment for disability due to illness or injury beyond one year on its own discretion.

Section 3. The Employer may require at any time during the period of such extended disability as described in Section 2, above, that the employee be examined by a physician selected by the Employer for such purpose.

Section 4. In the event a disagreement arises with respect to the existence or extent of the disability, such issue shall be determined by a physician agreed to by and between both of the parties to this agreement; i.e., the Employer and the Union.

Section 5. The cost of providing a doctor's certificate to establish the existence or extent of disability as may be required under this article shall be borne by the Employer.

Section 6. Whenever a member of the bargaining unit is injured in the course of his employment, the cost of all medical treatment required as a result of such injuries shall be paid by the Employer, provided, however, that such medical treatment is provided or directed by a physician of the Employer's choice.

## ARTICLE VI- UNION SECURITY

Section 1. Insofar as permitted by law, the Employer agrees to deduct from the pay of all employees of the Police Department initiation fees, dues and assessments as required by the P.B.A. By-laws and other Union rules and regulations duly enacted. All such deductions shall be paid over to the properly designated Union official monthly on a regular recurring basis.

### Section 2. Representation Fee

(a) Purpose of Fee - If an employee does not become a member of the P.B.A. during any membership year (i.e. from January 1 to the following December 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the P.B.A. for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the P.B.A. as majority representative.

(b) Notification - Prior to the beginning of each membership year, the P.B.A. will notify the Town in writing of the amount of the regular membership dues, initiation fees and assessments charged by the P.B.A. to its own members for that membership year.

(c) Certification - The P.B.A. will certify to the Town before the start of each membership year that the amount of the representation fee to be assessed does not exceed 85% of dues, fees and assessments and does not include any amount of dues, fees and assessments that are expended:

1. for partisan, political or ideological activities or causes that are only incidentally related to terms and conditions of employment, or

2. applied toward the cost of benefits available only to members of the majority representative.

(d) Demand and Return - The P.B.A. agrees that it will, in conformity with the applicable laws, establish a demand and return system for all employees and will present appropriate evidence of the existence of such a system to the Employer.

(e) The P.B.A. shall indemnify and hold the Town harmless against any and all claims, demands, suits, and other forms of liability, including liability for reasonable counsel fees and other legal costs and expenses that may arise out of or by reason of any action taken or not taken by the Town in conformance with this provision.

## ARTICLE VII - MANAGEMENT OF TOWN AFFAIRS

The Union recognizes that areas of responsibility must be reserved to the Employer of the local government as to serve the public effectively. Therefore, the right to manage the affairs of the Town and to direct the working forces and operations of the Town, subject to the limitations of this agreement, is vested in and retained by the Employer exclusively.

## ARTICLE VIII - HOURS OF WORK AND WORK SCHEDULE

Section 1. The work day shall consist of not more than eight (8) consecutive hours in a twenty-four hour period, except as mutually agreed to by the parties.

Section 2. Tour men shall work tours of four consecutive work days followed by two days off. The hours of work for uniform tour men in the employee unit shall be:

6 a.m.	2 p.m.
10 p.m.	6 a.m.
2 p.m.	10 p.m.

Detectives work schedule shall be:

8 a.m.	4 p.m.
7 p.m.	3 a.m.
11 a.m.	7 p.m.

All non tour men shall work a regular five day week, 8 a.m. to 4 p.m., Monday through Friday, or in accordance with the practices in effect as of this date.

Section 3. It is understood that there is current litigation pending in the Superior Court Appellate Division between Kearny P.B.A. Local 21 and the Town of Kearny regarding the implementation of the 7-3 shifts in the Police Department. It is agreed that if the decision of the Court regarding the 7-3 shift is in favor of the P.B.A., the current contract regarding work schedules shall remain as currently in effect. If, however, the Court rules in favor of the Town of Kearny, the language of the current contract involving work schedules shall be immediately amended as follows, without any further negotiations.

Article VIII, Section 2 will read as follows:

Tour men shall work tours of 4 consecutive days followed by two days off. There shall be 16 hours off between scheduled shifts unless mutually agreed to by the parties. All non-tour men shall work a regular 5 day week unless mutually agreed to by the parties, or in accordance with the practices in effect as of this date.

## ARTICLE IX - OVERTIME

Section 1. The Employer agrees that overtime pay consisting of time and one half shall be paid to all employees covered by this agreement for overtime work; i.e., hours worked in excess of the regular work day consisting of eight consecutive hours in a twenty-four period or hours worked on his regularly scheduled day off, or during scheduled vacation periods.

Section 2. When an employee is required to work overtime for overtime pay, he shall be paid for a full hour for any portion of an hour worked at the prevailing overtime rate as set forth in Section 1, above..

Section 3. Employees who work overtime and are entitled to overtime pay as provided in Section 1 of this Article, shall be paid such overtime pay in the wages for the pay period next following the pay period when such overtime is worked.

Section 4A. There is hereby recognized the following areas of patrolman specialty assignment.

1. Detective.
2. Record Bureau specialist.
3. A.P.B. specialist.
4. Patrol Division specialist, and
5. Ambulance Operator.

B. When there is a requirement for the call-in of a patrolman member of this unit for overtime work in a tour of duty in any of the aforesaid specialty assignment, the Employer shall offer such overtime work to tour men assigned to the specialty if available to work such

specialty assignments in the order of seniority in rank on a rotating basis.

C. Where there is a requirement for the call-in of a superior officer member of this unit for overtime work on tour duty, the Employer shall offer such overtime work to tour duty superior officers in the order of seniority in rank on a rotating basis.

D. Where the Employer has offered call-in overtime work to tour duty patrolman specialists in the manner described in 4 A, B and C above, and is unable to assign such call-in overtime work to such tour duty personnel, then and in that event, the Employer shall offer such all-in overtime work to all members of the unit who are qualified to perform such specialty assignments by reason of past experience, on the basis of seniority in rank on a rotating basis.

Section 5. Where there is a requirement for the call-in of a member of this unit for overtime work in the Traffic Division the Employer shall offer such overtime work to members assigned to the Traffic Division in the order of seniority in rank on a rotating basis. If no such Traffic Division members are available, the offer shall be made to all members of this unit on a rotating seniority basis.

Section 6. All other overtime work shall be offered to members of this unit on the basis of seniority in rank and on a rotating basis.

Section 7. Subject to the above provisions, overtime work shall be offered and distributed in an equitable manner among all members of this unit.

Section 8. The union may prepare a master seniority list covering all employees in the bargaining unit and in addition to such master seniority may prepare and maintain seniority lists for the following

**specialists and ranks:**

- 1. Detective**
- 2. Record Bureau**
- 3. A.P.B.**
- 4. Patrol Division**
- 5. Traffic Division**
- 6. Ambulance Operator**

## ARTICLE X - MUSTER TIME PAY ALLOWANCE

It is recognized that employees may be required for the purpose of muster at the commencement of a tour to report fifteen (15) minutes in advance of the tour starting time. In accordance with this recognition, overtime pay as provided for in Article IX entitled Overtime above shall not be paid for the fifteen minute muster time period, but each employee shall be paid the sum of \$230.00 annually, in addition to his regular pay and other benefits, which shall be known as muster time pay. Except for such muster time pay, all employee who work overtime shall be paid at the prevailing overtime rates as set forth in Article IX entitled Overtime.

## ARTICLE XI - MINIMUM PAY-CALL IN TIME

In the event an employee is called in to duty for other than his normal assignment or at times or on days during which he is not regularly scheduled for duty, he shall be paid overtime at the prevailing rate as set forth in Article IX entitled Overtime for all time worked during such period, but in no such case shall be paid for less than three (3) hours at said overtime rate irrespective of actual time worked.

## ARTICLE XII - MINIMUM PAY - COURT OR OTHER APPEARANCES

In the event an employee is required to appear in any Court of this State, any other State or in any Federal Court or before any administrative tribunal or grand jury as a witness or otherwise at a time or on a day when said employee is not working or scheduled to work in connection with a matter arising out of his employment as a police officer, the employee shall be paid a minimum of three (3) hours pay each day, as set forth in Article XI entitled Minimum Pay-Call in Time, above, at the prevailing overtime rate set forth in Article IX entitled Overtime, and a maximum of four (4) hours pay each day at the said prevailing overtime rate, irrespective of actual time in attendance before such Court or Tribunal.

## ARTICLE XIII - VACATION

Section 1. All employees covered by this agreement who have completed three (3) or more years of service shall receive five (5) weeks vacation with pay annually. Such employees entitlement shall be effective for the year during which the third year of employment is completed.

Section 2. All employees covered by this agreement who have been employed for more than one (1) year but less than three (3) years shall receive fifteen calendar days of vacation with pay annually. Such employees entitlement shall be effective for the year during which his first year is completed.

Section 3. All employees who have not concluded one (1) year employment shall receive one day's vacation for each month of employment during the first calendar year of employment.

Section 4. In order not to hamper proper and efficient police operations, both parties agree that the scheduling of vacations must be left to the Employer but the following conditions shall be observed, in such scheduling:

(a) Employees desiring specific vacation periods during the months of January through June must request such vacation periods by January 1st. Employees desiring vacation periods during the months of July through September must request such vacation by March 15th and employees desiring vacation periods during the months of October through December must request such vacation by June 1st. Request for vacation periods, shall not be unreasonably denied and the Employer shall approve or reject such request within a reasonable time after the time within such request must be made in accordance with this contract. In determining the allocation of requested vacation periods, seniority in rank shall govern.

(b) No employee shall be permitted to take more than three (3) consecutive weeks of vacation at one time.

- (c) Vacation period assignments during June, July and August shall be based exclusively upon seniority among the employees.
- (d) No employee shall be assigned more than two (2) weeks vacation during June, July and August.
- (e) Vacation periods shall be scheduled from January 1st through December 31st of each calendar year except that during the period December 15th through December 31st of each calendar year, only two (2) Patrolmen shall be permitted to take vacation during each week of such period and the selection of patrolmen shall be based upon seniority and shall rotate from year to year; i.e., an eligible patrolman shall not be permitted to take more than one week vacation during this period, December 15th through December 31st, until all other patrolmen have been given an option to take such vacation period and have taken such option or refused such option.
- (f) Employees shall be able to start their vacation on any day of their choosing.

## ARTICLE XIV - PERSONAL DAYS

All employees covered by this agreement shall be entitled to five (5) days off as personal days off in single days or any combination of consecutive days totalling five (5) days provided, however, that:

(a) Three (3) of such days shall be charged as vacation days.

(b) Notice is given of such personal day or days off at least 72 hours in advance of the day or days off except in cases of emergency where 72 hours notice cannot be given and in such emergency cases maximum notice possible under the circumstances shall be given unless in extreme emergencies, no notice can be given.

(c) Such personal days off may precede or succeed regular days off or other authorized non-work days.

## ARTICLE XV - DEATH IN FAMILY

The Employer agrees that all employees covered by this contract shall be permitted bereavement leave with pay, not to exceed four (4) working days beginning on the first work day following the date of death of spouses, children, brothers, sisters, mothers, fathers, mother-in-law or father-in-law, sister-in-law and brother-in-law, grandparents of employee or employee's spouse or any member of employee's household.

## ARTICLE XVI - HOLIDAYS

Section 1. The following shall be recognized as paid holidays under this Agreement, for the year 1981.

New Year's Day	Labor Day
Washington's Birthday	Election Day (General)
Lincoln's Birthday	Veteran's Day
Easter Sunday	Thanksgiving Day
Memorial Day	Christmas Day
July 4th (Independence Day)	

All days declared as holidays by federal, state or municipal authorities.

Section 2. It is recognized by both parties that employees of the Police Department may not by reason of Departmental Business enjoy the aforesaid holidays, except the employee's birthday as set forth in Section 3, by not working on those dates. Therefore, in lieu of the holiday itself, such employee will receive a full day's pay. In the event any of the aforesaid allowed paid holidays falls on a non-duty day, said holiday shall be deemed to have fallen on the next scheduled working day.

Section 3. Each employee may observe his birthday by not working on such day after having given seventy-two (72) hours notice and in such case shall be paid for such day at his regular rate of pay. In the event an employee's birthday falls on a day upon which the employee is not scheduled to work, he may observe such holiday after notice on the next work day after the date upon which his birthday falls. In the event the employee elects to work on his birthday, the employee shall be paid for his birthday in the same manner as other holidays.

## ARTICLE XVII - HOSPITAL, MEDICAL AND LIFE INSURANCE

Section 1. The Employer agrees to provide, at no cost to the employee, full Blue Cross and Blue Shield coverage, including Rider "J" for all employees and their dependents as defined under the respective policies of insurance. The Employer also agrees to provide major medical insurance to all employees and their dependents.

Section 2. The Employer further agrees to provide, at no cost, to all retired employees who have been, prior to retirement, employees covered by this Agreement, and to their spouses and dependents, full Blue Cross and Blue Shield coverage, including Rider "J" benefits and major medical insurance.

Section 3. The Employer agrees to provide, at no expense to the employees, a Five Thousand Dollar (\$5,000.00) Life Insurance Policy for all employees covered by this Agreement.

Section 4. The Employer shall provide each member of the unit with a dental insurance program by New Jersey Dental Plan. The coverage shall be no less than 70% by the Plan and 30% by the member of the unit. The Employer shall pay the full cost of the premium for said insurance.

Section 5. The Employer shall provide a prescription insurance plan. The Plan shall provide for \$1.25 co-pay and the entire cost of the premium will be paid by the Employer.

**ARTICLE XVIII - CLOTHING ALLOWANCE**

A clothing allowance in the amount of \$425.00 per year shall be paid by the Town of Kearny to all employees covered by this Agreement.

## ARTICLE XIX - LIABILITY INSURANCE

The Employer agrees to provide liability insurance coverage in an adequate sum covering its employees who are covered by this Agreement during the performance of duties.

## ARTICLE XIX (a) - LEGAL INSURANCE

It is understood that there is current litigation in the New Jersey Supreme Court between the Kearny P.B.A. Local #21 and the Town of Kearny regarding the implementation of the Legal Insurance Plan that was the subject of the 1979 Binding Interest Award of Julius Malkin, Arbitrator. It is agreed that if the decision of the Court regarding the Legal Insurance Plan is in favor of the Town, then there will be no provision for same in the current contract. If, however, the Court rules in favor of the P.B.A., the language of the contract shall be immediately amended as follows, without any further negotiations:

The Employer agrees to provide a Pre-paid Legal Insurance Plan covering each member of the Unit and his dependents. The provider of the legal services shall be designated by the P.B.A. The Town shall pay the full cost of providing the legal services in the amount of \$200.00 per year per member of the bargaining unit.

ARTICLE XX - BULLETIN BOARD

The Employer shall permit the Union reasonable use of all Bulletin Boards located in the respective Police facilities for posting notices concerning Union business and activities, but no such notice shall contain salacious, inflammatory or anonymous material.

**ARTICLE XXI - PENSIONS**

**The Employer shall provide pension and retirement benefits to employees covered by this Agreement pursuant to provisions of the statutes and laws of the State of New Jersey.**

## ARTICLE XXII - VACANCIES

Section 1. In the event of vacancies in the rank of Sergeant, due to the retirement, death, discharge, promotion or voluntary severance from the Department, such vacancies shall be filled within sixty (60) days of the effective date from the existing Civil Service lists.

Section 2. If no Civil Service list for said ranks exists at the time of the vacancy, the Employer shall request or call for such test within thirty (30) days of the promulgation of a list resulting from the said test.

Section 3. The Town reserves the right to create a table of organization of Police Department personnel by ordinance which shall set forth the number of Sergeants that the Police Department shall have in its force. The Town also reserves the right to amend such table or organization as it deems necessary to so do in the best interest of the Town of Kearny.

Section 4. When a Civil Service list expires in said rank, a new test shall be called for such rank within thirty (30) days of the expiration of the list for said rank.

## ARTICLE XXIII - DISCHARGE OR SUSPENSION

No employees shall be disciplined or discharged without just cause. An employee who has been disciplined or discharged may grieve such action in accordance with the provisions hereinafter set forth entitled "Grievance Procedure" and "Arbitrator".

## ARTICLE XXIV - GRIEVANCE PROCEDURE

Section 1. A grievance is any complaint arising with respect to wages, hours of work or other conditions of employment. In order to provide for the expeditious and mutually satisfactory settlement of grievances, the procedures hereinafter set forth shall be followed.

Section 2. Complaints may be initiated by an individual employee to the Police Chief or his Deputy. If the Complaint is not adjusted satisfactorily at this state and the employee wishes to enter a grievance, it shall be presented by the authorized Union representatives.

Section 3. When the Union wishes to present a grievance for itself or for an employee or groups of employees for settlement, such grievance shall be presented as follows:

Step 1. The President of the Union or his duly authorized and designated representative shall present and discuss the grievance or grievances orally with the Police Chief or his duly designated representative. The Police Chief shall answer the grievance orally within five (5) days.

Step 2. If the grievance is not resolved at Step 1, or no answer has been received by the Union within the time set forth in Step 1, the grievance may be presented in writing to the Mayor and Town Council. The final decision of the Mayor and Town Council shall be given to the Union in writing within fourteen (14) days after receipt of the grievance by the Mayor and Council.

Section 4. If the grievance has not been settled by the parties at Step 2 of the Grievance Procedure or if no answer in writing by the Mayor and Town Council has been received by the Union within the time provided in Step 2, the Union may demand arbitration of the grievance in accordance with Article XXV, Arbitration, hereinafter set forth.

Section 5. Nothing herein is intended to deny an employee the right of appeal as expressly granted in the Revised Civil Service Rules for the State of New Jersey.

## ARTICLE XXV - ARBITRATION

Section 1. Any grievance or other matter in dispute involving the interpretation or application of the provisions of this Agreement, not settled by the Grievance Procedure as herein provided, may be referred to an arbitrator as hereinafter provided.

Section 2. Either party may institute arbitration proceedings when the Grievance Procedure has been exhausted by written demand upon the other party specifying the nature of the unsettled grievance or other matter in dispute. Within fifteen (15) days following presentation of such demand, the party demanding arbitration shall request the New Jersey Public Employment Relations Commission to appoint an arbitrator to hear the arbitration in the manner set forth in the Rules and Regulations of the New Jersey Public Employment Relations Commission.

Section 3. The decision of the Arbitrator shall be in writing and shall include the reasons for such finding and conclusion.

Section 4. The decisions of the Arbitrator shall be final and binding on the Union and the Employer.

Section 5. Where an employee has exercised his right of appeal as expressly granted in the Revised Civil Service Rules or Statutes of New Jersey, there shall be no right to arbitration under the provisions of this article.

Section 6. In the event of a change in the law governing the New Jersey Public Employment Relations Commission or its rules and regulations which would in any way affect the method of selection of an arbitrator then, in the alternative, the party demanding the arbitration shall request the American Arbitration Association to submit a list of nine (9) arbitrators from which the parties may make a selection of the arbitrator.

If the parties fail to agree on the selection of the arbitrator from the list, each party shall alternately strike one name until but one name remains and that party shall be the arbitrator of the issue or issues to be arbitrated. The cost of the arbitrator's services, if any, shall be shared by both parties and each of the parties shall bear its own costs.

ARTICLE XXVI - WAGES

Section 1. The following salary schedule shall be effective for the period commencing January 1, 1980 and ending December 31, 1980 and salaries shall be paid in accordance therewith:

Patrolmen:

1st Year	\$16,964.00
2nd Year	\$17,717.00
3rd Year	\$18,010.00
4th Year	\$18,313.00

Section 2. The salaries effective January 1, 1981 through December 31, 1981 shall be:

Patrolmen:

1st Year	\$18,406.00
2nd Year	\$19,223.00
3rd Year	\$19,541.00
4th Year	\$19,870.00

Section 3. Each police officer serving as a detective shall receive in addition to his wages set forth in Section 1 of the Article above, the following increment:

Patrolman : \$300.00

## ARTICLE XXVII - LONGEVITY

Section 1. Effective January 1, 1980 each employee covered by this Agreement shall be paid annually in addition to the rates of pay set forth in Article XXVI herein, a longevity increment based upon years of service with the Kearny Police Department in accordance with the following schedule:

Years of Service	Percentage of Salary
5 to 9	2
10 to 14	4
15 to 19	6
20 to 24	8
25 and over	10

Section 2. Effective January 1, 1981 the longevity schedule shall be modified as follows:

Years of Service	Percentage of Salary
4 to 7	2
8 to 11	4
12 to 15	6
16 to 19	8
Beginning 20	10

Section 3. Each employee shall qualify for the longevity increment on the 1st day of January of the year in which the anniversary of his employment falls. Longevity payments shall be due and payable as set forth in Article XXIX (d).

ARTICLE XXVII - RE-OPENER

It is understood that the Town of Kearny and Kearny FMBA are currently involved in litigation in the Appellate Division of the Superior Court involving confirmation of the interest arbitration award rendered on behalf of Kearny FMBA in which award, members of the bargaining unit represented by Kearny FMBA were awarded a guaranteed overtime provision. It is agreed herein that should the Kearny FMBA be successful in the litigation and receive the guaranteed overtime monies or some other cash benefit in lieu thereof, this contract between Kearny P.B.A. Local 21 and the Town of Kearny shall be reopened for further negotiations on the issue as to whether the members represented by Kearny P.B.A. Local 21 should be entitled to additional compensation.

## ARTICLE XXIX - SCHEDULE FOR PAYMENT OF CERTAIN BENEFITS

The Employer shall pay certain of the contractual benefits under this Agreement in accordance with the following schedule:

(a) Clothing allowance shall be paid in full on the first pay day in December of each year.

(b) Payment for holidays shall be made on the third pay day in June of each year as to one-half of the paid holidays and on the second pay day in December of each year as to the remaining one-half of the paid holidays.

(c) Muster-time pay shall be paid on the first pay day in September of each year.

(d) Longevity increments shall be paid in two equal sums on the first day of February, and on the first day of August of each calendar year.

(e) Night hazard differential pay shall be paid on the second pay day in December of each year.

(f) Retroactive payment of all fiscal benefits provided for under this Agreement including but not limited to wages and the benefits scheduled for payment under this Article, shall be paid as soon as possible after execution of this Agreement.

## ARTICLE XXX - ACCESS TO PERSONAL FILES

The Employer agrees to permit each employee full inspection and examination without restriction of his personnel file at least once during each calendar year upon request by the employee. The inspection shall take place in a private place provided by the Employer at reasonable hours during the day. The Employer may require that such inspection and examination take place in the presence of the Chief of Police or his designee and the employee may, at his option, have a third party present during such inspection. The employee shall be permitted to copy all or part of statements, writings, or information contained in his personal file. The employee shall have the right to challenge any statements therein. If he believes any material is inaccurate or incomplete, he may submit a grievance and process the same through the grievance procedure.

## ARTICLE XXXI - TERMINAL LEAVE

Each employee covered by this Agreement shall be entitled to and granted terminal leave of sixty-five (65) days, with pay at the time of his retirement. Such leave may be taken for purposes of early retirement or an employee may work until retirement at which time he shall be entitled to a terminal leave payment equivalent to sixty-five (65) days' pay.

## ARTICLE XXXII - HOUSEHOLD MEMBER ILLNESS

Employees covered by this Agreement shall be granted leave without loss of pay up to a maximum period of five (5) working days in cases where a member of the employee's household is seriously ill or has given birth to a child, provided the employee has no unused vacation time remaining during the calendar year in which the illness or birth occurs.

#### ARTICLE XXXIII - TRAINING SCHOOLS

Employees who attend Police Training Schools and are required by such attendance to remain overnight away from home, shall be paid the sum of twenty (\$20.00) dollars per day during such attendance for expenses. In addition thereto, such employees will be entitled to receive reimbursement for travel expenses as provided for in this Agreement. The Employer agrees not to discriminate in the assignment of members to training schools and to assign said members in accordance with the professional needs of the Kearny Police Department.

## ARTICLE XXXIII (a) - EDUCATIONAL BENEFITS

The Employer agrees to pay the cost of education benefits for educational courses taken by employees which constitutes a benefit to and which are directly related to his employment activities, subject however, to the following limitations:

- (a) Courses must be taken at an accredited college or university.
- (b) Payment will be made at a maximum of \$25.00 per credit.
- (c) Payment for the cost of books shall not exceed \$40.00 per year.
- (d) Payment shall be made in the form of reimbursement to the employee at the rate of 50% per year of said reimbursement costs, as herein above defined, payable over two years.
- (e) The Employer shall deduct from said reimbursement cost federal grant and aid funds which have been received by employee, but federal grant and aid shall not include veteran's benefits.
- (f) Vouchers showing receipted payments for all books and credits must be submitted before any payments can be made.

#### ARTICLE XXXIV - REIMBURSEMENT OF TRAVEL EXPENSES

In the event an employee is required to use his automobile to travel on business relating to his duties as a police officer, including but not limited to travel to and from court appearances and to and from training schools, such employee shall receive fifteen cents (\$.15) per mile for automobile use together with reasonable parking costs and toll fees.

## ARTICLE XXXV - NIGHT HAZARD DIFFERENTIAL

There shall be paid a night hazard differential to all employees working the third shift. The amount of night hazard differential shall equal the total amount of money budgeted for said night hazard differential during calendar years 1980 and 1981 divided by the number of employees actually working said night shift during said years. The names of the employees to receive said night hazard differential and the amounts to be paid to each employee shall be based on the number of night hours worked by said employee during the calendar years 1980 and 1981 and the names and said amounts shall be furnished to the Employer during December 1980 and December 1981.

## ARTICLE XXXVI - DISCIPLINARY HEARINGS - RIGHTS OF POLICE OFFICERS

In the event any member of the unit is or may become the subject or target of an investigation which may subject such members to discipline or a disciplinary hearing, the parties agree that for the purpose of insuring that the investigations are conducted in a manner which is conductive to good order and discipline and protective of the rights of employees, the following rules are adopted:

(a) The members shall be given written notice of the charges together with the name of the complainant a reasonable time before any interrogation takes place or written or oral report is required.

(b) If an interrogation of a member is to take place or if a member is required to file a written or oral report, he shall be advised as to whether such interrogation or report is required of him as a witness or as a potential target of an investigation.

(c) If a charge is brought against a member of the unit, a hearing on the charge must be brought within sixty (60) days of the date written notice of the charge is received by the members.

(d) The member shall have the right to legal counsel of his choice.

(e) The member shall have the right of discovery and production of documents from the Town without limitation.

(f) The member shall have the right to refuse to take polygraph or similar type lie detector equipment without fear of departmental discipline for such refusal.

(g) The member shall have the right to refuse to testify at his disciplinary hearing without fear of departmental discipline for such refusal.

(h) The member shall have the right to refuse in any way to prepare or give written or oral reports in connection with any matter in which the said member may be the target of an investigation leading to a disciplinary charge and proceeding without fear of departmental discipline for such refusal in any case where a report has already been filed relating to such matter or in any case where the matter under investigation relates to the private conduct only of the police officer while not on duty.

## ARTICLE XXXVII - ACTING CAPACITY

In the event one or more of the Sergeants of the Department is unable to report for duty and cannot be replaced through the system provided for in the Article of this agreement entitled "Overtime", then in such cases:

(1) When a Sergeant is not available, the senior Patrolman on duty available shall be assigned as Acting Sergeant and shall be paid the wages of a Sergeant for such period.

## ARTICLE XXXVIII - DURATION

Section 1. This Agreement shall be in effect from the 1st day of January, 1980 to and including the 31st day of December, 1981.

Section 2. At least fifty (50) days prior to the expiration of this Agreement, the parties hereto agree to commence negotiations for a new Collective Bargaining Agreement.

**ARTICLE XXXIX - RETROACTIVITY**

All agreements made herein relative to wages and other fiscal benefits as agreed upon subsequent to January 1, 1980 shall be retroactive to January 1, 1980, except as otherwise provided herein.

IN WITNESS WHEREOF, the parties have hereunto set their hands and  
seals this 30<sup>th</sup> day of JULY , 1981.

ATTEST:

James Carlton

TOWN OF KEARNY

BY Henry J. Hill  
HENRY HILL, MAYOR

ATTEST:

Henry J. Hayes

KEARNY LOCAL 21  
POLICEMEN'S BENEVOLENT ASSOCIATION

BY Nicholas Forcione  
NICHOLAS FORCIONE